

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

JOHN DOE, et al.,

Plaintiffs,

v.

MOUNT VERNON CITY SCHOOL
DISTRICT BOARD OF EDUCATION, et al.,

Defendants.

Case No. 2:08 CV 575

Judge Frost

Magistrate Judge King

**PLAINTIFFS' RESPONSE TO DEFENDANT'S MOTION FOR CONTINUANCE
AND MOTION FOR SANCTIONS FOR DEFENDANT'S FAILURE
TO COMPLY WITH THIS COURT'S DISCOVERY ORDERS**

Plaintiffs Stephen and Jenifer Dennis, individually and as the natural parents and next friends of their minor child, ZD (the "Dennises"), ask the Court to deny Defendant John Freshwater's ("Freshwater") Motion for Continuance of Trial Date (Doc. No. 92) because Freshwater continues to have adequate representation and any delay would be unfair to the Dennises.

Additionally, pursuant to Rule 37 of the Federal Rules of Civil Procedure and Local Rule 1.1(c), the Dennises move the Court for an order levying various sanctions against Freshwater and his counsel for their failure to comply with this Court's Opinion and Order (Doc. No. 83) ("Written Order") and subsequent April 21, 2010 oral discovery orders ("Oral Orders") regarding Plaintiffs' Motion to Compel Production of Documents and Further Deposition of John Freshwater (Doc. No. 67) ("Mot. to Compel").

Respectfully submitted,

s/ Douglas M. Mansfield

Douglas M. Mansfield (0063443)

(Trial Attorney)

dmansfield@jonesday.com

JONES DAY

325 John H. McConnell Blvd. Ste. 600

Columbus, OH 43215

(614) 469-3939 (telephone)

(614) 461-4198 (fax)

Mailing Address:

JONES DAY

P.O. Box 165017

Columbus, OH 43215-2673

Attorney for Plaintiffs

I. INTRODUCTION

The Court should deny Freshwater's Motion for Continuance of Trial Date. (Doc. No. 92.) Freshwater continues to be represented in this action by R. Kelly Hamilton, who has acted and continues to act as counsel in this case despite the dismissal of Freshwater's counterclaims. Trial should proceed on May 24, 2010.

This Court should also impose sanctions for Freshwater's recurring discovery violations. Not only has Freshwater ignored the Dennises' discovery requests, but now he also has violated this Court's unambiguous April 12, 2010 Written Order and April 21, 2010 Oral Orders. Despite these clear directives, the Dennises have received just a small fraction of the documents they requested and the materials this Court ordered Freshwater to produce. Having exhausted all other means of obtaining the documents in question, the Dennises respectfully request that the Court impose sanctions in the form of evidentiary inferences and attorneys' fees against Freshwater and his counsel for their failure to comply.

II. ARGUMENT

A. Freshwater's Motion For A Continuance Should Be Denied.

On May 3, just three weeks before this trial is set to begin, Freshwater filed a motion for a continuance. (*See* Def.'s Mot. for Continuance of Trial Date.) The Dennises respectfully request that the Court deny Freshwater's Motion because Freshwater's counsel, Mr. Hamilton, who has been an active participant in various aspects of the case, is still counsel of record, and because pushing back the start date on the eve of trial is unfair to the Dennises, who have been busy preparing for and patiently awaiting their day in court. It is also unfair to ZD, who—if trial is continued—will likely have to sit through at least a part of another school year with this matter hanging over his head.

Although two of Freshwater's attorneys have withdrawn from the case, Mr. Hamilton remains as counsel of record. Notably, in requesting a continuance for his client, Mr. Hamilton claims that he "is no longer trial counsel," yet he does not ask for the Court's permission to withdraw from the case. (*See* Def. Mot. for Continuance of Trial Date at 2.) Nor can he ask to withdraw at this late date. *See* S.D. Ohio Civ. R. 83.4(c)(1) ("[A] trial attorney shall not be permitted to withdraw from an action at any time later than twenty-one (21) days in advance of trial . . . and, unless otherwise ordered, the substitution of a trial attorney shall not serve as the basis for a postponement of the trial or any hearing.").

Further, the fact that he has not withdrawn demonstrates that Mr. Hamilton still expects to be involved in Freshwater's defense at trial. Mr. Hamilton insists that he "has not at any time represented Defendant Freshwater in his professional capacity during this case," but his actions speak otherwise. For example, Mr. Hamilton took the lead in formulating Freshwater's (insufficient) responses to the Dennises' discovery requests—requests related to their case against Freshwater, *not* to Freshwater's counterclaims against them. Indeed, Mr. Hamilton signed all but one of Freshwater's responses to the Dennises' discovery requests. (*See, e.g.*, Def.'s Resp. to Pls.' First Set of Interrog. at 4 (attached as "Exhibit A") (describing how, unrelated to the counterclaim, Freshwater applied "Electro-Technic Products Model BD-10A" to ZD's arm on December 6, 2007); Def.'s Supp. Resp. to Pls.' First Interrog. and Pls.' First Req. for Prod. of Docs. at 2 (attached as "Exhibit B") (discussing, unrelated to the counterclaim, the "names of those persons [against whom] Mr. Freshwater applied the tesla coil").) What is more, during the call with the Court on April 21, 2010, it was Mr. Hamilton who spoke on Freshwater's behalf in addressing unresolved discovery issues, not Freshwater's former counsel.

The Dennises recognize that preparing for trial is no small undertaking. Indeed, they have spent considerable time getting ready for the May 24 trial date—a trial date of which Mr. Hamilton has been well aware since October 9, 2008. (*See* Notice of Final Pretrial and Trial (Doc. No. 37).) Mr. Hamilton and his client should not be permitted to delay the start of trial because they have opted not to adequately prepare over the course of the past 19 months. Such a delay would be unfair to the Dennises, who have long-relied on this start date and have prepared accordingly.

B. Freshwater Should Be Sanctioned For His Continuing and Severe Discovery Violations.

1. The Discovery Rules Impose Harsh Sanctions For Noncompliance.

Freshwater’s and his counsel’s failure to abide by their discovery obligations and by this Court’s orders is grounds for sanctions under Federal Rule of Civil Procedure 37. Rule 37(b)(2) permits a court to impose various sanctions when a party fails to adhere to a discovery order. These sanctions include, among other things, (1) the designation of certain facts as established, (2) a dismissal of the action, (3) an entry of default judgment and (4) the finding of contempt. Fed. R. Civ. P. 37(b)(2)(A); *see also* S.D. Ohio Civ. R. 1.1(c). Further, Rule 37(a)(5) provides that a court “must, after giving an opportunity to be heard,” require the parties and/or their attorneys necessitating a motion to compel to “pay the movant’s reasonable expenses incurred in making the motion, including attorney’s fees.”

Freshwater’s actions unfortunately fly in the face of the discovery rules and this Court’s explicit orders. As the Court recently noted, “[o]ur system of discovery was designed to increase the likelihood that justice will be served in each case, *not to promote principles of gamesmanship and deception in which the person who hides the ball most effectively wins the case.*” *Tdata Inc. v. Aircraft Technical Publishers*, No. 2:03-CV-264 & 2:04-CV-1072, 2007 WL 433295, at *1

(S.D. Ohio Feb. 5, 2007) (Frost, J.) (emphasis added) (quoting *Abrahamsen v. Trans-State Exp., Inc.*, 92 F.3d 425, 428-29 (6th Cir. 1996)). Freshwater continues to hide the discovery ball, and his gamesmanship necessitates sanctions.

2. Freshwater Failed To Comply With This Court's Orders.

Freshwater isn't compliant; he's defiant. Freshwater's defiance with respect to discovery started more than a year ago when the Dennises properly propounded discovery requests on him. (See Mot. to Compel at 2-5.) At that point, Freshwater could have chosen to stop the dispute before it began by complying with the Dennises' discovery requests. He chose not to do so, forcing the Dennises, after seeking extra-judicial means, to ask this Court for relief through a Motion to Compel. (See generally *id.*) Without qualification, this Court granted that relief, ordering Freshwater to produce the missing documents by April 19, 2010 and to submit himself for further deposition by April 26, 2010. (Written Order at 3-4.)

On April 19, 2010, the Dennises' counsel received a letter from Jason Deschler, Freshwater's former counsel, describing documents provided in response to the Written Order granting Plaintiffs' Motion to Compel (attached as "Exhibit C"). Although Freshwater provided a few documents, he otherwise failed to comply with the Written Order, and on April 20, 2010, the Dennises notified the Court of Freshwater's noncompliance. The Court scheduled a telephone conference with the parties for April 21, 2010, during which it issued Oral Orders mandating that Freshwater and his counsel, Mr. Hamilton, comply with various directives.¹

The Court's Oral Orders required the following: (1) Freshwater to produce, in accordance with the prior Written Order, all relevant materials subject to the Court's orders and the Dennises' discovery requests, including, but not limited to, handwritten notes, textbooks,

¹ The Court also extended the deadline for Freshwater's continued deposition to a business day during the first week of May.

religious materials from Freshwater's classroom, materials copied at Freshwater's church and other materials removed by Freshwater from Mount Vernon Middle School during the summer of 2008; (2) Freshwater and Mr. Hamilton to provide written affidavits attesting to the fact that all materials subject to the Court's orders and the Dennises' discovery requests had been produced; (3) Mr. Hamilton to provide the Dennises, at least three days before Freshwater's rescheduled deposition, his billing records for anything relevant to the drafting or preparation of Freshwater's affidavits; (4) Freshwater to disclose to the Dennises his personal copy of *Finding Common Ground* by April 22, 2010 and for the Dennises to return the textbook by April 23, 2010; and (5) Freshwater to produce to the Dennises complete, legible copies or originals of materials already produced but unreadable. The Oral Orders were clear and broad in description and scope.

Freshwater and his counsel have had more than *two weeks* to comply with the Court's Oral Orders, but they have, in large part, failed to do so. Freshwater did produce his personal copy of *Finding Common Ground*, and he also provided an improved (but still incomplete) copy of his "inspirational poster" depicting a meeting of former President George W. Bush's cabinet. But his compliance with the Court's orders ended there. On April 22, 2010, the Dennises *again* sent a letter to Freshwater's counsel requesting a resolution to these discovery issues through extra-judicial means (attached as "Exhibit D"), but Freshwater has produced no additional documents nor the required affidavits nor the required time records.

i. Billing Statements (In Lieu Of Electronic Affidavits)

As the Court may recall, the Dennises sought electronic copies of 15 affidavits made by Freshwater. In correspondence, and during the April 21 conference with the Court, Mr. Hamilton contended that those electronic files no longer exist because his computer was destroyed by a water pipe break (*See* April 19, 2010 Letter, Ex. C.) The Court accordingly

ordered Mr. Hamilton to produce, at least three days before Freshwater's rescheduled deposition, his billing records for anything relevant to the drafting or preparation of affidavits. (See April 22, 2010 Letter, Ex. D.) Freshwater's deposition was scheduled for Friday, May 7, 2010 (see attached "Exhibit E"), which means the billing records should have been produced on or before Tuesday, May 4, 2010. Those records, however, were not produced by that date and still have not been produced.²

ii. Handwritten Notes

The Dennises also moved to compel the production of Freshwater's handwritten notes. (Mot. to Compel at 2-3.) As of April 19, 2010, the Dennises had received only the handwritten notes that Freshwater introduced at the termination hearing as Employee Exhibits 130-137, but the Dennises found this production inadequate because Freshwater twice admitted to the existence of other handwritten notes in his termination hearing. See *In the Matter of the Termination of Employment of John Freshwater* ("Freshwater Termination Hearing"), John Freshwater Test., 12/30/09, at 4881-82 (attached as "Exhibit F") ("Q. Do Employee Exhibits 130 through 137 represent all of the notes that you made? A. No. There's one in February that I'm aware of. You would have to ask Kelly about that one. Because I started in February, the end of February, I think. I think it was around the 22nd, I do believe. So you would have to talk to my counsel on that one."); *id.* at 4907 ("Q. All right. We know that you removed your notes from the classroom and had those copied. That, you have a specific recollection of. A. Yes. Q. And we have copies of some of them in the record but not all. Correct? A. That's correct."). Further, Mr. Hamilton noted in Mr. Deschler's April 19, 2010 letter that he provided only handwritten

² Freshwater's scheduled May 7, 2010 deposition was postponed on May 6, 2010, both because Mr. Hamilton would not appear on Freshwater's behalf—on the grounds that he did not consider himself Mr. Freshwater's trial counsel—and because the documents and other materials have not been produced. The deposition was not delayed until *after* the due date for the billing records, so that delay in no way releases Freshwater from his failure to timely produce the billing records.

notes “from the time period of March 4, 2008 through April 22, 2008,” despite Freshwater’s admission that he began taking notes in February of 2008. (*See Ex. C.*)

The Court and parties discussed the handwritten notes during the April 21, 2010 telephone conference. Despite his client’s explicit testimony to the contrary, Mr. Hamilton stated that no other handwritten notes existed. In response, the Court ordered Freshwater and Mr. Hamilton to go look back through all of their materials and produce any responsive documents that had not yet been produced and to provide affidavits attesting to the fact that all materials subject to the Court’s orders and the Dennises’ discovery requests that were in their possession had been produced. No additional handwritten notes (or other documents), nor the two required affidavits, have been produced.

iii. Religious Posters And Other Religious Materials

The Dennises’ Motion to Compel specifically requested religious materials including “the Ten Commandments book covers or posters displayed in Freshwater’s classroom or replicates thereof.” (Mot. to Compel at 4.) Freshwater did not produce any religious materials, including copies of the Ten Commandments and the “inspirational poster” of former President George W. Bush’s cabinet, as required on April 19, 2010.

These issues were discussed at length during the April 21, 2010 conference call, including the fact that none of the religious postings from Freshwater’s classroom cupboards and bulletin boards have been produced. The parties also discussed the fact that Mr. Freshwater had removed “five armloads” of materials from his classroom at the end of the 2007-08 school year. Mr. Hamilton explained that the only Ten Commandments poster he possessed was not an original from Freshwater’s classroom, but he admitted that he had produced a similar poster (long after the Dennises’ original discovery requests) at Freshwater’s termination hearing. Freshwater Termination Hearing, John Freshwater Test., 12/10/09, at 4419 (attached as

“Exhibit G”) (“Q. Let’s go back to those book covers for a second. Where did you get these book covers? First of all, is this one of the book covers that was in your room? A. Yes, that is one.”). Mr. Hamilton also explained that a copy of the “inspirational poster” had been produced as part of the April 19, 2010 disclosures, but that it was, admittedly, illegible.

The Court did not issue a specific directive regarding the Ten Commandments poster (although the Dennises still request this document) but ordered Mr. Hamilton to provide the Dennises with a legible copy of the “inspirational poster” by April 22, 2010. The Court also ordered Freshwater and Mr. Hamilton to produce affidavits attesting to the full disclosure of all relevant materials. After the conference, Mr. Hamilton delivered to the Dennises an improved copy of the “inspirational poster,” but the text of and citation to a biblical verse featured on the poster—the most pertinent evidence for the Dennises’ case—have been cropped out. (attached as “Exhibit H”.) Again preferring extra-judicial means, the Dennises notified Freshwater of the deficiency of these responses on April 22, 2010 and even offered to make their own copy of the “inspirational poster.” (April 22, 2010 Letter, Ex. D.) To date, however, the Dennises have not received the Ten Commandments poster, a complete copy of the “inspirational poster,” the original “inspirational poster” from which they can make copies, or the affidavits.

iv. Materials Removed From Freshwater’s Classroom

The Dennises’ Motion to Compel specifically requested “[s]ome five armloads of materials removed from Freshwater’s classroom during the summer of 2008” and “copies made at [Freshwater’s] church during the summer of 2008 of various materials from his classroom.” (Pls.’ Reply in Support of Mot. to Compel at 3 (Doc. No. 79).) On April 19, 2010, Freshwater produced three trash bags full of material, but they included only animal skeletons and the like. (See attached “Exhibit I”.) Mr. Hamilton, via Mr. Deschler’s April 19, 2010 letter, stated that these items represented “[t]angible items received by John Freshwater from Steve Short in

August 2008.” (Ex. C.) Freshwater also produced a few bates-stamped photocopied materials (attached in part as “Exhibit J”).

This response remains inadequate because Freshwater has testified that he possesses or copied a host of other materials. For example, in his termination hearing on December 30, 2009, Freshwater testified that he removed textbooks, notes and worksheets from his classroom and copied them at his church. Freshwater Termination Hearing, John Freshwater Test., 12/30/09, at 4892-93 (Ex. F) (“Q. All right. You testified earlier this month and also yesterday that you took items out of the room to copy after April 16th to the church and Mr. Hamilton. Is that correct? A. That’s correct. Q. Can you tell us, in addition to the notes, what else you took out of the room to have copied? A. Textbooks. Q. Okay. Anything else? A. You mentioned notes. I think I took over some worksheets. Q. Okay. Do you know what worksheets you took over? A. Stuff that Kelly [Hamilton] said, you know, gather and bring over. Q. Do you have copies of those still? A. Whatever -- you’re going to have to ask Kelly on that. Q. So you turned those over to your attorney? A. That is correct.”) This copying resulted in “multiple” trips to cart materials back-and-forth between Mount Vernon Middle School and the church. *Id.* at 4893.

Moreover, Freshwater stated at the hearing that he took home five armfuls of materials from Mount Vernon Schools provided to him by Steve Short. *See, e.g., id.* at 4897 (“Q. Now, once -- you testified earlier that you also went to the administration building to get materials from Mr. Short. A. Yes. Q. What materials did you go get? A. The five armfuls of materials that was brought down from an office at the administration office.”).

Despite Freshwater’s repeated references to this vast quantity of materials, the Dennises have received only 25 pages from textbooks (*see, e.g.,* Ex. J, # 105-108), only the handwritten “notes” introduced in the termination hearing, and not a single worksheet from Freshwater. This

paltry disclosure simply cannot encompass all of the items involved in the “multiple” trips to make copies and five armloads of materials that Freshwater took from his classroom. Freshwater undoubtedly has retained some of these materials, but he has refused to turn them over to the Dennises. The Dennises raised the issue of Freshwater’s incomplete production with the Court during the April 21, 2010 conference call, and the Court ordered Freshwater and Mr. Hamilton either to produce the materials, if they had them, or to provide affidavits attesting to the fact that no other materials remain to be produced. The Dennises further requested these materials in their April 22, 2010 letter. (Ex. D.) Once again, however, Freshwater failed to produce any additional documents or to provide the affidavits swearing that no additional materials exist.

v. Textbooks/Books

Freshwater also has failed to produce various textbooks and educational materials subject to the Court’s orders. (*See* Mot. to Compel at 4.) On April 19, 2010, Freshwater produced a mere 20 copied pages from *Finding Common Ground* and another five copied pages from the textbook *Cells, Heredity, and Classification*. (*See* Ex. J, # 105-108.) These copies were incomplete and many pages were illegible. During the April 21, 2010 telephone conference, the Court specifically ordered Freshwater to produce his personal copy of *Finding Common Ground* to the Dennises by April 22, 2010. Freshwater complied, and that book was promptly returned.

This sliver of compliance, however, does not suffice; many textbooks or copies of textbooks with Freshwater’s notes have yet to be produced. In the termination hearing on December 10, 2009, Freshwater introduced Employee Exhibit 114, *Cells, Heredity and Classification*, in his own defense. Freshwater Termination Hearing, John Freshwater Test., 12/10/09, at 4322 (Ex. G) (noting Employee Ex. 114). The few pages produced on April 19, 2010 (Ex. J, # 105-108) do not provide the Dennises with the complete *Cells, Heredity and Classification* textbook. What is more, most of the pages actually produced are illegible. The

Dennises have the right to determine whether any of Freshwater's notes and marginalia are relevant and the right to receive legible copies of the entire book.

Freshwater has also not produced the following books or other materials that were on a shelf in his classroom during the 2007-2008 school year: (1) *Refuting Evolution*; (2) "Lies in the Textbooks" [Video Tape with the text "Part A 487" and "10 Lies of Evolution"]; (3) *Evolution of a Creationist*; (4) *The Real Meaning of the Zodiac*; and (5) *Icons of Evolution*. See Freshwater Termination Hearing, 01/06/09, Board Ex. 48 (attached as "Exhibit K") (photograph showing the materials on Freshwater's shelf).

3. This Court Should Impose Sanctions For Freshwater's Failure To Comply With This Court's Discovery Orders.

Because Freshwater has repeatedly refused to produce documents directly responsive to the Dennises' discovery requests and has blatantly disregarded the Court's orders requiring him to turn over these documents or to submit affidavits swearing that the documents do not exist, the Dennises now seek sanctions for these flagrant discovery violations. Specifically, the Dennises ask that the Court impose sanctions in the form of adverse inferences and attorneys' fees. See Fed. R. Civ. P. 37(b) and (c); see also, e.g., *Ferron v. Echostar Satellite, LLC*, 658 F. Supp. 2d. 859, 862-63 (S.D. Ohio 2009) ("A court has the inherent power to sanction a party when that party exhibits bad faith.") (internal quotation marks and brackets omitted).

The Dennises ask the Court to enter an inference that all unproduced materials from Freshwater's classroom were religious items, with no secular purpose, displayed by Freshwater on his classroom walls, windows, cupboards, and book shelves during the 2007-08 school year in contravention of the Establishment Clause of the United States Constitution. These items, which are detailed *supra*, include the Ten Commandments posters, the "inspirational poster," the postings on the cupboards, books such as *Refuting Evolution*, *Evolution of a Creationist*, *The*

Real Meaning of the Zodiac, and *Icons of Evolution*, and a “Lies in the Textbooks” videotape with the text “Part A 487” and “10 Lies of Evolution.” The Court should also enter an evidentiary inference that the 15 Freshwater affidavits, based on Freshwater’s failure to produce the billing records, were not prepared or executed in May 2008, as Freshwater contends, but at some later date.

In addition to evidentiary inferences, the Dennises also seek costs and attorney’s fees. Rule 37(a)(5) explicitly states that a court “must, after giving an opportunity to be heard” require the parties and/or their attorneys necessitating a motion to compel to “pay the movant’s reasonable expenses incurred in making the motion, including attorney’s fees.” Out of great benevolence, the Dennises did not move for costs and attorney’s fees when they filed their Motion to Compel on December 30, 2009 or during the telephone conference on April 21, 2010. Because the Court issued Written and Oral Orders granting the Dennises’ Motion to Compel *and* because the Defendant has not complied with those Orders, the Dennises now seek costs and attorney’s fees related to all discovery pleadings since late December 2009. *See Star Lock Systems, Inc. v. Dixie-Narco, Inc.*, No. 2:03-CV-616, 2006 WL 2265886, at *3 (S.D. Ohio 2006) (Frost, J.) (imposing sanctions in the form of attorney’s fees and costs against a party under Rule 37(a) for inappropriately withheld documents).³

C. The Dennises Request A Status Conference To Address Issues That Remain Prior To Trial.

With the trial date rapidly approaching, the Dennises request that the Court schedule an in-person status conference at the Court’s earliest convenience to discuss ongoing discovery

³ Costs and attorney’s fees are also appropriate under Rule 37(b)(2), which punishes parties for disobeying discovery orders. Under the rule, the Court “must order the disobedient party, its attorney, or both to pay the reasonable expenses, including attorney’s fees,” incurred because of any noncompliance. Fed. R. Civ. P. 37(b)(2)(C); *see also Tdata*, 2007 WL 433295, at *4 (imposing sanctions under Rule 37(b)(2) against a party that had disobeyed a magistrate judge’s discovery order).

matters, as well as Freshwater's Motion for Continuance of Trial Date, so that these issues may be resolved as quickly as possible.

III. CONCLUSION

For the foregoing reasons, the Dennises respectfully request that the Court deny Freshwater's Motion for Continuance of Trial Date, grant their Motion for sanctions, and set a date for an in-person status conference to discuss unresolved issues prior to trial.

Respectfully submitted,

s/ Douglas M. Mansfield
Douglas M. Mansfield (0063443)
(Trial Attorney)
dmansfield@jonesday.com
JONES DAY
325 John H. McConnell Blvd. Ste. 600
Columbus, OH 43215

(614) 469-3939 (telephone)
(614) 461-4198 (fax)

Mailing Address:
JONES DAY
P.O. Box 165017
Columbus, OH 43215-2673

Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on May 7, 2010, I electronically filed the foregoing Response and Motion with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following at their e-mail address on file with the Court:

R. Kelly Hamilton
4030 Broadway
P. O. Box 824
Grove City, OH 43123

Counsel for Defendant John Freshwater

s/ Douglas M. Mansfield
Douglas M. Mansfield